

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:	)	Bankruptcy Case No: 15-03173-HB
	)	Chapter 13
William Thomas Jones and	)	
Elizabeth Howard Jones,	)	
	)	
Debtors.	)	
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**CONSENT ORDER MODIFYING STAY**

This matter came before the Court upon the motion of Specialized Loan Servicing LLC, ("Specialized"), to modify the automatic stay pursuant to 11 U.S.C. Section 362(d). The Court was advised prior to the hearing that Specialized Loan Servicing LLC and the Debtors had resolved the Motion and do consent to the following relief. The Trustee did not respond as is evidenced by the Affidavit of No Response. Accordingly,

IT IS ORDERED that the automatic stay, pursuant to 11 U.S.C. Section 362(d) is modified to allow the Debtors to retain the collateral under lien to Specialized, provided that the Debtors comply with the terms of this Order. Commencing October 1, 2017, the Debtors shall remit the regular post-petition monthly payments as called for in the loan documents attached to the Motion for Relief from Stay and required pursuant to the Confirmed Plan.

In addition to regular payments, the eleven (11) month (November, 2016 through September, 2017) post-petition arrearage of \$6,422.23, which reflects reduction of suspense of \$506.67, shall be cured over nine (9) months, commencing October 1, 2017, and on the 1<sup>st</sup> of each month thereafter until cured, to be paid at \$713.58 per month, **payable to Specialized Loan Servicing LLC, P.O. Box 636007, Littleton, Colorado 80163.** The Debtors are to maintain insurance coverage on the collateral, declaring Specialized as the loss payee. Should the Debtors default on any of the terms of this Order by a period of twenty (20) days or more, Specialized, upon the filing of an Affidavit of Non-Compliance within 12 months of the date of final cure payment of this Order, shall be permitted to obtain an Order of Default, without further notice, allowing Specialized to further modification of the stay allowing Specialized to pursue its state law rights and the remedies in the collateral securing its claim. The parties further agree that Specialized shall be permitted to communicate with Debtors to the extent necessary to comply with applicable nonbankruptcy law and that any payment made or received after the drop-dead agreement, will not cure the default and Specialized is entitled and authorized to an Order terminating the Automatic Stay, without further notice. Specialized agrees to waive any claim that may arise under 11 U.S.C.

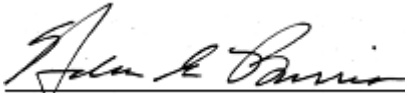
§§ 503(b) or 507 (b) as a result of this Order and that any funds realized from the disposition of the collateral, in excess of all liens, costs, and expenses, will be paid to the Trustee.

IT IS FURTHER ORDERED that if an Order of Default, based upon non-compliance, is subsequently entered, the Stay of such Order will be vacated pursuant to F.R.B.P. 4001(a)(3) to avoid further injury to Specialized Loan Servicing LLC.

AND IT IS SO ORDERED.

**FILED BY THE COURT**  
**09/12/2017**

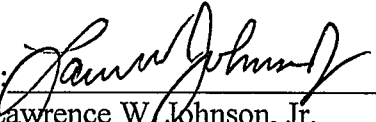


  
US Bankruptcy Judge  
District of South Carolina


Entered: 09/12/2017

WE SO MOVE AND CONSENT:

JOHNSON LAW FIRM, P.A.

By:   
Lawrence W. Johnson, Jr.  
District Court ID 2200  
Post Office Box 883  
Columbia, South Carolina 29202  
(803) 771-1500  
Attorney for Specialized Loan Servicing LLC

I certify that the terms of the settlement agreement have been discussed and agreed to by the Debtors.

By:   
Edward L. Bailey  
District Court ID 1153  
251 South Pine Street  
Spartanburg, South Carolina 29302  
Attorney for Debtors